

DIVISION I
SPECIAL PROVISIONS

TABLE OF CONTENTS

	<u>Page</u>
Section 1. DEFINITIONS	22
Section 2. CONTRACT DOCUMENTS	22
Section 3. PICKUP OF PLANS AND SPECIFICATIONS.....	23
Section 4. PRECEDENCE OF CONTRACT DOCUMENTS	23
Section 5. THE PROPOSAL	24
Section 6. LOWEST RESPONSIBLE BIDDER	25
Section 7. BIDDER'S BOND	25
Section 8. CONSTRUCTION BOND	25
Section 9. RETENTION	25
Section 10. INGLEWOOD BUSINESS LICENSE	26
Section 11. LIABILITY INSURANCE	26
Section 12. INDEMNIFICATION	28
Section 13. EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS	29
Section 14. PAYMENT OF PREVAILING WAGE RATES AND PAYROLL RECORDS	32
Section 15. NON-DISCRIMINATION	35
Section 16. SUBCONTRACTS	36
Section 17. AUTHORITY OF THE ENGINEER.....	36
Section 18. CHANGE ORDERS.....	36
Section 19. SERVICE OF NOTICE	36
Section 20. WORK DONE BY OTHERS	37
Section 21. PERMITS AND INSPECTION COSTS	37
Section 22. LOCAL CONDITIONS	38
Section 23. "OR EQUAL" CLAUSE	38
Section 24. SCOPE OF WORK	38
Section 25. RIGHTS-OF-WAY	39
Section 26. USE OF IMPROVEMENT DURING CONSTRUCTION	39
Section 27. EXECUTION OF CONTRACT	40
Section 28. CONSTRUCTION SCHEDULE	40
Section 29. COMPLETION AND ACCEPTANCE	40

Section 30. TERMINATION OF CONTRACT	40
Section 31. TIME OF COMPLETION	40
Section 32. LIQUIDATED DAMAGES	41
Section 33. NOTIFICATION OF START OF WORK	41
Section 34. RECORD DRAWINGS	41
Section 35. SUPERINTENDENTS	41
Section 36. NOISE ABATEMENT	42
Section 37. CLEANUP AND DUST CONTROL	42
Section 38. WATER FOR CONSTRUCTION.....	42
Section 39. EXISTING UTILITY LINES.....	43
Section 40. TRAFFIC AND ACCESS.....	44
Section 41. RIGHT OF CITY TO WITHHOLD PAYMENT	44
Section 42. FINAL PAYMENT TERMINATES LIABILITY	45
Section 43. CLAIMS AND PROTESTS.....	45
Section 44. GUARANTEE	46
Section 45. ADDITIONAL REFERENCES	46
Section 46. SURVEY WORK AND PRESERVATION OF SURVEY MONUMENTS	47
Section 47. KEY POLICY FOR CITY FACILITIES	47
Section 48. CONSTRUCTION WASTE DISPOSAL CONTAINER	48
Section 49. CLEAN WATER ACT COMPLIANCE	48
Section 50. CONSTRUCTION & DEMOLITION DIVERSION PROGRAM PERMIT AND REPORTS	48
Section 51. STAGING AREAS FOR CONSTRUCTION	49

DIVISION I
SPECIAL PROVISIONS

Except as otherwise provided in the Special Provisions, Technical/Special Specifications, or as modified herein, the work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications for Public Works Construction, Latest Edition, which are hereinafter referred to as the Standard Specifications.

The intention of the Contract Documents is to include all plant labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents for the proper execution and completion of the work on the Project in strict accordance with the Plans and Specifications.

Section 1. DEFINITIONS

Whenever in the Specifications the following terms are used, they shall be understood to mean and refer to the following:

AGENCY:	CITY OF INGLEWOOD
BOARD:	CITY COUNCIL of the CITY OF INGLEWOOD
CONSULTANT:	The designated Consultant authorized by the Agency to represent the CITY (if applicable)
ENGINEER:	CITY ENGINEER/PUBLIC WORKS DIRECTOR, CITY OF INGLEWOOD acting either directly or through properly authorized agents, acting within the scope of the particular duties entrusted to them.
LABORATORY:	The designated laboratory authorized by the Engineer to test materials and work involved in the Contract.

Other terms appearing in the Standard Specifications shall have the intent and meaning specified therein.

Section 2. CONTRACT DOCUMENTS

The Contract Documents are comprised of the following, including all additions, deletions, modifications, appendices, and all addenda as prepared prior to the date of bid opening setting forth modifications or interpretations of any of said Documents:

The Invitation to Submit Bids, the Instructions to Bidders, the accepted Proposal, the List of Subcontractors, the Bid Security Forms, the Agreement, the Faithful Performance Bond, the Labor & Materials Bond, , the Plans (if any), Technical/Special Specifications, and these Special Provisions.

Section 3. PICKUP OF PLANS AND SPECIFICATIONS

The Plans and Specifications and all other Documents comprising the pertinent Contract Documents, may be obtained at the Public Works Department on the Third Floor of Inglewood City Hall, One Manchester Boulevard, Inglewood, CA, 90301.

Each set of Plans and Specifications may be purchased for a fee of \$50.00 fee per Bid Document or CD-ROM. All fees are non-refundable. If requested by mail, prospective bidder must pre-pay mailing charge of \$15.00 per set requested.

Section 4. PRECEDENCE OF CONTRACT DOCUMENTS

The order of precedence of Documents shall be:

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| FIRST: | Requirements of law, including the Charter and Ordinances of the City. |
| SECOND: | Permits from other Agencies as may be required by law or Ordinance. |
| THIRD: | Permits from City Departments as may be required by law or Ordinance. |
| FOURTH: | Change Orders and/or Supplemental Agreements; whichever occurs last. |
| FIFTH: | Contract/Agreement. |
| SIXTH: | Addenda. |
| SEVENTH: | Bid/Proposal. |
| EIGHTH: | Special Provisions. |
| NINTH: | Plans with detail drawings. |
| TENTH: | Latest Edition of Standard Plans of American Waterworks Association (AWWA), American Public Works Association (APWA). |
| ELEVENTH: | Latest Edition of Standard Specifications of Public Works Construction (SSPWC), American Waterworks Association (AWWA), American Society of Testing Materials (ASTM) and American Public Works Association (APWA). |
| TWELFTH: | Reference Specifications. |

Detail drawings shall take precedence over general drawings.

Section 5. THE PROPOSAL

Proposals shall be submitted on the form provided by the City and shall be enclosed in a sealed envelope, marked, and addressed as hereinafter directed. The Bidder shall state in words and figures the specific sum for which he/she proposes to supply the labor, materials, supplies, or machinery, and perform the work required by the Plans and Specifications. In case words and figures do not agree, the words shall govern and the figures shall be disregarded. If the Proposal is made by an individual, it shall be signed and his/her full name and address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. No telegraphic proposal or telegraphic modification of the Proposal will be considered.

Blank spaces in the Proposal shall be properly filled. The phraseology of the Proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may cause its rejection. Alterations by erasure or inter-lineation must be explained or noted in the Proposal over the signature of the Bidder. Alternative proposals will not be considered unless specifically provided for in the Bidding Sheet. A bidder may withdraw their proposal before the hour fixed for opening bids without prejudice to themselves by submitting a written request to the City Clerk for its withdrawal and the Proposal will be returned to him/her unopened when reached in the procedure of opening bids. No proposals may be withdrawn after the hour fixed for opening bids without rendering the accompanying bidder's bond, or certified or cashier check, or cash guaranty subject to forfeiture or liquidated damages in like manner as in the case of failure to execute contract after award, as hereinafter provided. No proposal received after the time named or at any place other than the place stated in the Invitation to Submit Bids will be considered. All bids will be opened and declared publicly.

Bidders, their representatives, and others interested are invited to be present at the opening. The City reserves the right to waive informality in any bid, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that bids are qualified by specific limitations, and to make awards to the lowest responsible bidder as the interest of the City may require.

Any proposal which is so unbalanced between the various contract items as to be detrimental to the interests of the City may also be rejected. Where bonds are required, the bidder shall name in his/her proposal the Surety or Sureties which have agreed to furnish said bonds.

The envelope enclosing the Proposal shall be sealed and addressed to the City Clerk, City of Inglewood, One Manchester Boulevard, Inglewood, CA, 90301. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and bear the words "Proposal For..." followed by the name of the work and the date and hour of bid opening.

Section 6. LOWEST RESPONSIBLE BIDDER

Section 2-200 of the Inglewood Municipal Code states: "The expression 'lowest responsible bidder' as used in this article and the City's Bidding Documents shall be deemed to mean the lowest bidder whose offer best responds in quality, fitness, and capacity to the requirements of the proposed work or usage."

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the Bidder for the performance of the work covered by the Proposal. To receive favorable consideration, a bidder must present evidence that he/she has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he/she or their associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.

A showing of adequate financial resources is required, but will not alone determine whether a bidder is competent to undertake the proposed work. Each bidder must furnish, if required, a record of past performance and experience and show that his/her organization, capital, and equipment are adequate for the successful prosecution of the required work and its completion within the time specified.

Section 7. BIDDER'S BOND

As a guaranty of good faith, each bidder shall submit with their proposal an unconditional Bidder's Bond or Certified or Cashier's Check, drawn on a solvent State or National bank, or cash in the sum stated in the Invitation to Submit Bids, payable to the "City of Inglewood," said Bidder's Bond or check to be held uncollected until it becomes subject to disposal as herein provided.

Any condition or limitation placed upon said Bidder's Bond or check will render it informal and may, at the option of the City, result in the rejection of the Proposal under which such Bidder's Bond or check is submitted. If a bidder to whom an award is made fails or refuses to execute the Contract and furnish the required bonds, all within the time stated, said Bidder's Bond or check and the monies represented thereby, or the cash guaranty, shall be and remain the property of the City and shall be subject to deposit with the Treasurer of the City as other monies belonging to the City, the amount thereof being agreed to by the Bidder as liquidated damages due the City. Within fifteen (15) days after the award of the Contract, the City will return the Proposal guarantees accompanying such as the Proposals, which are not to be considered in making the award. All other proposal guarantees will be held until the Contract has been finally executed, after which they will be returned to the respective bidders whose proposal they accompany.

Section 8. CONSTRUCTION BOND

Per Section 2-196 of the Inglewood Municipal Code, the Contractor agrees to at all times during the performance of the agreement obtain, keep, and maintain a Faithful Performance Bond in the amount of the Contract Sum, and a Contractor's Labor and Material Bond in the amount of the Contract Sum. Said bonds shall be in the form approved by the City Attorney and Surety on all bonds furnished must be satisfactory to the City.

Section 9. RETENTION

Provisions of California Public Contract code §22300 et. Seq., substitution of eligible and equivalent securities for retention held by the City to ensure the Contractor's performance under this Agreement will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The forgoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract code §22300. The failure of such Contractor to make such written request to the City within said ten (10) day period shall be deemed a waiver of the Contractor's rights under California Public Contract code §22300.

In the event the Contractor wishes to choose to exercise its rights under California Public Contract code §22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current A.M. Best Rating of not less than "A", in the form specified by said Section 22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by City, or in escrow, is equivalent to the amount of money to be withheld by City under the Agreement.

Section 10. INGLEWOOD BUSINESS LICENSE

The Contractor/Consultant agrees to at all times during the performance of the Agreement, obtain and maintain a City of Inglewood Business License. A copy of said license must be forwarded to the City Clerk and Public Works Department prior to issuing Notice To Proceed (NTP).

Section 11. LIABILITY INSURANCE

The Contractor shall furnish the City with Comprehensive General Liability Insurance including automobile, contractual liability, products, and completed operations, owner's protective and personal injury coverage, in which the City is named as an additional insured, with the Contractor's insurance to be primary.

Any insurance in effect protecting the City shall be excess and shall be effective only upon exhaustion of Contractor's insurance. The Policy shall insure the City, its officers, employees and volunteers, while acting within the scope of their duties, against all claims arising out of or in connection with the work, except as provided for in Section 25 of these Special Provisions. The Policy or endorsement shall state clearly that the City shall be notified by registered mail at least thirty (30) days prior to cancellation of the Policy for any reason.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG0001).
2. Insurance Services Office Form Number CA0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

The Contractor shall maintain these policies and shall cause all parties supplying services, labor, or materials to maintain the following insurance in amounts not less than those specified below:

1.	General Liability: \$1,500,000 (including operations, products, and completed operations)	Per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project/location OR the general aggregate limit shall be twice the required occurrence limit (\$2,000,000). The "City of Inglewood, its officials, employees, and agents" must be separately endorsed to the policy as additional insured's on an endorsement equivalent to the Insurance Services Office, Inc. (ISO) forms CG 20 10 11 85 of CG 20 26 11 85.
2.	Automobile Liability: \$1,500,000	Per accident for bodily injury and property damage covering Auto symbol 1 (Any auto).
3.	Worker's Compensation and Employer's Liability: \$1,500,000	Per accident for bodily injury or disease.

Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City Attorney. At the option of the City, either: the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City Attorney guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobile owned, leased, hired, or borrowed by, or on behalf of, the Contractor: and with respect to liability arising out of work or operations performed by, or on behalf of, the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, except as provided in Section 19 of the Special Provisions, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by Certified Mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best Company's rating of no less than A:VII.

Verification of Coverage

The Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required to conform to the insurance requirements. All certificates and endorsements are to be received and approved by the City Attorney's office before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Specifications at any time. The Contractor shall include all subcontractors as insured under its policy.

Section 12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City and its officers, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or

indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnities by reason of any act of the matters against which the Consultant has agreed to indemnify Indemnities as provided above, the Contractor, upon notice from the City, shall defend Indemnities at the Contractor's expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnities need not have first paid for any of the matters to which Indemnities are entitled to indemnification in order to be indemnified. The insurance required to be maintained by the Contractor under this Article shall ensure the Contractor's obligations under this Section, but the limits of such insurance shall not limit the liability of the Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

Section 13. EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

Labor Code § 1773.3: Contract Awards; Copy to Division; Notice to Local Committee; Discrepancy in Ratio.

"An awarding Agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five (5) days of the Award send a copy of the Award to the Division of Apprenticeship Standards."

When specifically requested by a Local Joint Apprenticeship Committee, the Division of Apprenticeship Standards shall notify the Local Joint Apprenticeship Committee regarding all such awards applicable to the Joint Apprenticeship Committee making the request. Within five (5) days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, the pursuant to the certified fixed number of apprentices to journeymen, the awarding Agency shall notify the Division of Apprenticeship Standards.

Labor Code § 1777.5: Employment of Registered Apprentices; Wages; Standards; Number; Apprenticeable Craft or Trade; Exemptions; Contributions.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), Division 3 of the Labor Code are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

When the Contractor to whom the Contract is awarded by the State or any political subdivision, or any subcontractor under him/her, in performing any of the work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area of the site of the public work. However, approval as established by the Joint Apprenticeship Committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship

Committee or committees, subsequent to the approving the subject Contractor or subcontractor, shall arrange for the dispatch of apprentices to the Contractor or subcontractor in order to comply with this Section.

Every contractor and subcontractor shall submit contract award information to the applicable Joint Apprenticeship Committee, which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for woman and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but, except as otherwise provided in this Section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

The Contractor or subcontractor, if he/she is covered by this Section, upon the issuance of the approval certificate, or if he/she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he/she employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this Section. This Section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this Section.

"Apprenticeable craft or trade," as used in this Section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the

Apprenticeship Council. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions is met:

- (a.) Unemployment for the previous three (3) month period in the area exceeds an average of fifteen percent (15%).
- (b.) The number of apprentices in training in such area exceeds a ratio of 1 to 5.
- (c.) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.
- (d.) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his/her life, safety, or property of fellow employees, or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization, which represents contractors in a specific trade from a 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, if they are already covered by the local apprenticeship standards.

The Contractor to whom the Contract is awarded, or any subcontractor under him/her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade, and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he/she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or subcontractor may add the amount of the contributions in computing his/her bid for the Contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Section 227.

Labor Codes §1777.7; Noncompliance with §1777.5 Denial of Right to Bid on Contracts; Civil Penalty; Procedure.

The body awarding the Contract shall cause to be inserted in the Contract stipulations to effectuate this Section. The stipulations shall fix the responsibility of compliance with the Section for all apprenticeable occupations with the prime contractor. All decisions of the Joint Apprenticeship Committee under this Section are subject to Section 3081:

- (a.) In the event a contractor or subcontractor willfully fails to comply with Section 1777.5, the Director of Industrial Relations shall deny to the Contractor or subcontractor both individually and in the name of the business entity under which the Contractor or subcontractor is doing business, the right to bid on, or to receive, any public works contract for a period of up to one (1) year for the first violation and for a period of up to three (3) years for the second and subsequent violations. Each period of debarment

shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.

- (b.) A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of fifty dollars (\$50) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from the Contract progress payments then due or to become due.
- (c.) In lieu of the penalty provided for in Subdivision (a) or (b), the Director may for a first time violation and with the concurrence of the Joint Apprenticeship Committee, order the Contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.
- (d.) Any funds withheld by the awarding body pursuant to this Section shall be deposited in the General Fund if the awarding body is a State entity, or in the equivalent fund or an awarding if the awarding body is an entity other than the State.
- (e.) The interpretation and enforcement of Section 1777.5 and this Section shall be in accordance and the rules and procedures of the California Apprenticeship Council.

Government Code §4552. Submission of Bids to Public Purchasing Body; Agreement to Assign.

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

The preceding provisions of this Section shall be included in full in any specifications for the general public purchase and shall be included in full in the Bid Agreement or general provisions incorporated into the Bid Agreement.

Section 14. PAYMENT OF PREVAILING WAGE RATES AND PAYROLL RECORDS

The Contractor's attention is directed to the following provisions of the Labor Code. The Contractor shall comply with the prevailing wage provisions and be responsible for the compliance with these provisions by his/her subcontractors.

Copies of the prevailing rate of per diem wage determinations are on file in the City Clerk's Office and are available to any interested party on request.

Labor Code § 1725.5:

1.No contractor or subcontractor maybe listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless register with the Department of Industrial

Relations (with limited exceptions from this requirements for bid purposes only under Labor Code Section 1771.1a

2. No contractor or subcontractor maybe awarded a contract for public work on a public works project (awarded on or April 1, 2015) unless registered with the Department of Industrial Relations (DIR).

3. All contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner for all new projects awarded on or APRIL 1, 2015. The Labor Commissioner may excuse contractors and sub-contractors on a project that is under the jurisdiction of one of the four legacy DIR approved compliance programs (CALTRANS, City of Los Angeles, Los Angeles Unified School District and County of Sacramento) or that is covered by a qualified project labor agreement.

4. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Labor Code § 1771: Payment of General Prevailing Rate.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general per diem wages for holiday and overtime work fixed as provided in this Section, shall be paid to all workers employed on public works.

Labor Code § 1772: Employees of Contractors and Subcontractors.

Workmen employed by contractors or subcontractors in the execution of any contract for public works are deemed to be employed upon public work.

Labor Code § 1774: Payment of General Prevailing Rate.

The Contractor to whom the Contract is awarded, and any subcontractor under him/her, shall pay no less than the specified prevailing rates of wages to all workmen employed in the execution of the Contract.

Labor Code §1775: Penalties for Violations; Action Against Contractor to Recover Penalties.

The Contractor shall, as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director for the work or craft in which the worker is employed for any public work done under the Contract by him/her or by any subcontractor under him/her. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his/her prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his/her obligations under this part. The difference between the prevailing wages rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage

rate shall be paid to each worker by the Contractor, and the body awarding the Contract shall cause to be inserted in the Contract a stipulation that this Section will be complied with.

To the extent that there is insufficient money due the Contractor to cover all penalties and amounts due in accordance with this Section, or in accordance with Section 1813, and in all cases where the Contract does not provide for a money payment by the awarding body to the Contractor, the awarding body shall notify the Division of Labor Standards Enforcement of the violation and the Division of Labor Standards Enforcement, if necessary, with the assistance of the awarding body, may maintain an action in any court of competent jurisdiction to recover the penalties and the amounts due provided in this Section. This action shall be commenced not later than ninety (90) days after the filing of a valid Notice of Completion in the Office of the County Recorder in each County in which the public work or some part thereof was performed, or not later than ninety (90) days after acceptance of public work, whichever last occurs. No issue other than that of the liability of the Contractor for the penalties allegedly forfeited and amounts due shall be determined in the action, and the burden shall be upon the Contractor to establish that the penalties and amounts demanded in the action are not due.

Out of any money withheld, recovered, or both, there shall first be paid the amount due each worker, and if insufficient funds are withheld, recovered, or both, to pay each worker in full, the money shall be prorated among all workers.

Labor Code § 1776: Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations.

- (a.) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her in connection with the public work.
- (b.) The payroll records enumerated under Subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his/her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in Subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the Contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in Subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the Contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the

Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

- (c.) The certified payroll records shall be on forms provided by the Division of Labor Standard Enforcement or shall contain the same information as the forms provided by the Division.
- (d.) Each contractor shall file a certified copy of the records enumerated in Subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.
- (e.) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
- (f.) The Contractor shall inform the body awarding the Contract of the location of the records enumerated under Subdivision (a) including the street address, City and County, and shall, within five (5) working days, provide a notice of a change of location and address.
- (g.) The Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Section. In the event that the Contractor fails to comply with the ten (10) day period, he/she shall, as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- (h.) The body awarding the Contract shall cause to be inserted in the Contract stipulations to effectuate this Section. These stipulations shall fix the responsibility for compliance with this Section on the prime contractor.
- (i.) The Director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5, commencing with Section 6250, of Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8, commencing with Section 1798, Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for producing copies of records required by this Section.

Section 15. NON-DISCRIMINATION

Labor Code § 1735: Discrimination in employment because of race, color, etc.

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin or ancestry, physical disability, medical condition, marital status, or sex of such persons except as provided in Section 12940 of the

Government Code, and every contractor for public works violating this Section is subject to all the penalties imposed for a violation of this Chapter.

Section 16. SUBCONTRACTS

The Engineer shall have the authority to approve changes of, or additions of, subcontractors. Such permission shall be requested in writing and must be approved in writing. Nothing contained in the Contract Documents shall be held to create a direct contractual relationship between any subcontractor and the City.

No subcontractor will be recognized as such; all persons engaged in the work of construction will be considered as employees of the Contractor, and the Contractor will be held responsible for their work, which shall be subject to all the Provisions of the Contract Documents.

Section 17. AUTHORITY OF THE ENGINEER

All work of the Contract will be supervised by the Engineer. References to "Engineer" in Division I which concern administrative aspects of the Contract including provisions for time for commencing and completing work and extension of time shall be understood literally as meaning the Engineer or an authorized representative.

The Engineer shall have the authority to give such general directions and exercise such control as may be necessary to ensure that work on the Project is in strict compliance with the Contract Documents. The Engineer shall determine the adequacy of the Contractor's methods, plant, and equipment, and may issue such directions relative to the sufficiency of forces as may be reasonably necessary to ensure proper and continuous execution of the work. The Engineer shall have the authority to stop the work, if necessary, to prevent its improper execution and shall determine the amount, quality, and fitness of the several kinds of work. The Engineer shall have the authority to reject all work which does not conform to the requirements of the Contract and shall have power to make such other decisions as provided in these Specifications. All instructions, rulings, and decisions of the Engineer shall be final and binding unless formal protest is made under the Provisions for "Claims and Protests" in Section 42 of these Specifications.

The Engineer shall have executive authority to enforce such decisions and orders, which the Contractor shall carry out promptly. The Engineer shall have the authority to issue change orders not to exceed ten percent (10%) of the Contract amount, and time extensions as he/she deems necessary to best serve the City's interests.

Section 18. CHANGE ORDERS

All administrative aspects involving change orders shall be authorized by Public Works Director/City Engineer or Project Manager.

Section 19. SERVICE OF NOTICE

The delivering of any notice, instruction, claim, protest, or other written communication, personally to the Contractor or a representative on the Project, to the Engineer or a representative on the Project, or to the City or its representative at his/her office or legal place of business, shall constitute service thereof upon the Contractor, the Engineer, or the City, respectively.

The depositing in a post-paid wrapper directed to the official address of the Contractor, the Engineer, or the City, in any post office box regularly maintained by the protestor, or other written communication, shall be deemed sufficient service thereof upon the Contractor, the Engineer, or the City, respectively, and the date of such service shall be considered to be the day following the date of such mailing.

The official address of the Contractor shall be the address given in the accepted Proposal or such other address as the Contractor may subsequently designate in writing to the Engineer and the City. The official address of the City shall be: City of Inglewood; City Clerk's Office; One Manchester Boulevard; Inglewood, CA, 90301.

Section 20. WORK DONE BY OTHERS

The City reserves the right to do other work and to let other contracts for work contiguous to the work set forth in the Contract Documents.

In the event that work is done by the City or by other contractors contiguous to the work covered by this contract, the respective rights of the various interest involved shall be established by the Engineer. The Contractor shall afford the City and other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly conduct and coordinate work with all other parties.

If any part of the work under this contract depends for proper execution or result upon any other contiguous work, the Contractor shall inspect such work and promptly report to the Engineer any condition which may adversely affect the work under this contract. The Contractor's failure to inspect and report same shall constitute an acceptance of said other contiguous work as fit and proper for the reception of the work under this contract, except as to deficiencies which may develop in said other work after the execution of the work covered under this contract.

Section 21. PERMITS AND INSPECTION COSTS

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Inglewood, any local utilities, or of any other agency affected by the work included in this contract, the Contractor shall bear the cost of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property; also, the Contractor shall bear all cost of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property.

When working within the Railroad's right of way, the Contractor shall contact Burlington Northern Santa Fe (BNSF) and/or Metropolitan Transportation Agency (MTA) and bear all cost of traffic regulation and traffic control during the time performing the work affecting said property.

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The

Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the Drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.

Section 22. LOCAL CONDITIONS

Bidders shall read the Specifications, examine the Drawings, and make their own estimates of the existing facilities and the difficulties, which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may choose so as to determine the actual conditions and requirements. Information derived from the maps, profiles, Plans and Specifications, Drawings, City Personnel, the Consultant, or his/her assistants, shall not relieve the Bidder of this responsibility.

Section 23. "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers' and vendors' which will perform adequately the duties imposed by the general design, shall be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. Said materials, articles, or equipment shall not be purchased or installed by the Contractor without the Engineer's written approval.

Section 24. SCOPE OF WORK

The work to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles, and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Specifications, Drawings, schedules, and other Contract Documents, as herein before defined, all of which are made a part hereof, and including such detail sketches as may be furnished by the Engineer from time to time during construction in explanation of said Drawings. The work shall be complete, and all work, materials, and services not expressly called for in the Specifications or not shown on the Drawings, which may be necessary for the complete and proper construction of the work, in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City.

The Contractor shall check all dimensions and quantities on the Drawings or schedules herein contained or given by the Engineer, and shall notify the Engineer of all errors therein which may be discovered by examining and checking the Drawings. The Contractor shall not take advantage of any error or omission in these Specifications, or in the Drawings or schedules, but should such error or omission be discovered, the Contractor shall obtain

instructions from the Engineer and the Contractor shall carry out such instructions as if originally specified.

The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the work.

The Contractor shall inspect related and appurtenant work and shall report in writing to the Engineer any conditions, which will prevent proper completion of the work. Any required removal, repair, or replacement caused by unsuitable conditions shall be done by the Contractor at his/her sole cost and expense.

Section 25. RIGHTS-OF-WAY

Rights-of-way or easements as required for the prosecution of the work will be provided by the City. The Contractor shall be responsible for making their own arrangements for parking facilities, storage areas, and staging areas; the Contractor shall obtain written permission from the owners of the affected property for such use, and a copy of each such written permit shall be furnished to the City and property owners for their protection and records.

The Contractor shall indemnify and hold the City harmless from all claims for damages occasioned by such actions.

Section 26. USE OF IMPROVEMENT DURING CONSTRUCTION

The City reserves the right to take over and utilize all or parts of any completed facility or appurtenance. Such action by the City will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause except injury or damage resulting from the Contractor's operations or negligence. The Contractor will not be required to re-clean said utilized portions of the improvement before field acceptance, except for cleanup made necessary by their operations. Nothing in this Section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

In the event the City exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the City shall assume any responsibility and liability for injury to persons or property arising out of or resulting from the utilization of the facility or appurtenance so placed into service except for any such injury to person or property caused by any willful or negligent act or omission of the Contractor, subcontractor, their officers, employees, or agents.

Notwithstanding the above, the City reserves all rights to use and maintain the public rights-of-way for pedestrian and vehicular traffic, except as may otherwise be provided in the Special Provisions. Such use of the public rights-of-way does not relieve the Contractor of any liability for damages to the improvements caused in whole or in part by the Contractor, any of his agents or subcontractors, or any other third party. Furthermore, such use of the public rights-of-way by City in no way constitutes acceptance of the work in whole or in part.

The right is reserved to the City and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work of this contract.

Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alley, way, or parking area during the performance of the work hereunder and he shall so conduct his operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleys, ways, or parking areas.

Section 27. EXECUTION OF CONTRACT

A bidder to whom award is made shall execute a written contract with the City and furnish good and approved bonds, if required in the Special Provisions all in accordance with the Provisions hereof and within the time stated in the Proposal. If a bidder to whom an award is made fails or refuses to enter into the Contract as herein provided or to conform to any of the stipulated requirements in connection therewith, the bid bond, check or cash guaranty shall become the property of the City as provided in Section 7 hereof, the award will be annulled and, in the discretion of the City, an award may be made to the Bidder whose proposal is next most acceptable to the City. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the Contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California and of the authority of the officer signing the Contract and bonds for the corporation to so sign.

Section 28. CONSTRUCTION SCHEDULE

The Contractor shall prepare and submit a complete construction schedule in a suitable form (i.e. "bar chart") indicating starting time and completion of each subdivision of trade or work in the Project prior to start of work. The construction schedule shall be approved by the Engineer prior to commencement of construction. The construction schedule shall be submitted using Microsoft Project in 8.5"x11" – files schedule, and 24" x 32" wall schedule (if requested by City). Please also see Division II of the Specifications in regard to Scheduling criteria.

Holidays and Fridays (every Friday City is closed) are "non-workdays." Contractor will be provided a list of City Holidays. Contractor must receive prior approval before working on a "non-workday." If work needs to be done on a non-workday, Contractor must submit a written request, to the Project Manager, at least 48 hours before the start of the work. If a request to work on a "non-workday" is approved, the Contractor shall compensate the City Inspector's time at the following rates: Minimum six (6) hour inspection fee per day for Two Hundred and Seventy Dollars (\$270), and Forty Five Dollars (\$45) per hour, or portion thereof, thereafter.

All work shall start after 8:00 a.m. and stop by 4:00 p.m. on regular working days.

Section 29. COMPLETION AND ACCEPTANCE

It shall be within the area of responsibility of the City Engineer to make the final inspection of the work and to accept the completed work on behalf of the City.

Section 30. TERMINATION OF CONTRACT

The City may terminate the Contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the Agency is prevented from proceeding with the Contract by law, or by official action of a public authority.

Section 31. TIME OF COMPLETION

The Contractor shall complete the work within the time specified in the Proposal beginning with the date of the **Notice to Proceed**.

Section 32. LIQUIDATED DAMAGES

It is agreed to by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Specifications, damage will be sustained by the City, and that it is, and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Contractor will pay to the City the sum of seven hundred fifty dollars (\$750) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

Section 33. NOTIFICATION OF START OF WORK

The Contractor shall notify the City of Inglewood Public Works Department Permit Section at (310) 412-5333, at least 48 hours prior to starting any construction within the street rights-of-way. The Contractor shall notify the Communications Center of the City at (310) 412-5251, at least 24 hours before commencing work. The Contractor shall formally notify, in writing, all residents and businesses that are located within a ½ mile radius from the construction site and/or are impacted by the construction work at least 72 hours before commencing work. Any and all correspondence to City Constituents shall be submitted no later than ten (10) working days for City Engineers approval prior to distribution. The Contractor shall also produce door knob hang tags containing general information related to the construction no later than ten (10) working days after receiving the Contract for City Manager's approval. A sample shall be provided by the City.

Section 34. RECORD DRAWINGS

The Contractor shall maintain at the job site a set of Plans and Specifications available at all times for inspection by the City, exclusively, and so marked for recording all changes in the work. The Contractor shall be responsible for seeing that any and all changes are recorded on this set each day. As Built drawing shall be submitted every payment request and before final payment.

Section 35. SUPERINTENDENTS

The Contractor shall assign and designate a Project Superintendent responsible for the Project who will be on the site full-time and will be in charge of the project. Contractor shall submit "RESUME" of the Superintendent for review. If the contractor desires to changes the Superintendent at the middle of the project, request shall be submitted for review and approval by the City.

Section 36. NOISE ABATEMENT

The Contractor shall conform to the regulations set forth in Chapter 5 of the Inglewood Municipal Code. All equipment used in the Project must be the quietest available for this type of work, said equipment shall not exceed 75 dba measured at an unobstructed distance of 25 feet, unless a permit and variance has been obtained from the City.

Section 37. CLEANUP AND DUST CONTROL

Throughout all phases of construction, including suspension of work, and until final acceptance of the Project, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning and sweeping, water trucks, or other means, as necessary.

Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the work and before final inspection, the entire worksite shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid Items.

Earth dams will not be permitted at catch basin openings, local depressions, or elsewhere, except in time of emergency. Temporary dams of sand bags, asphaltic concrete, or other acceptable material, may be permitted when necessary to protect the work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation or extension of contract completion time will be allowed as a result of such suspension.

After completion of all other work on the Project, and before making application for acceptance of the work, the Contractor shall clean the site of their operations, including all areas under the control of the City that have been used by the Contractor in connection with the work on the Project, and shall remove all debris, surplus material, and equipment of whatever nature, unless otherwise approved by the City. Final acceptance of the work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the Project site.

Section 38. WATER FOR CONSTRUCTION

The City will provide a water meter, eddy valve, and construction water at a cost to the Contractor. The Contractor shall provide facilities for conveying the water from the fire hydrant or source designated by the City to points of use.

The Contractor shall complete an application for a Construction Water Meter available at the Public Works Department with a deposit a check in the amount of one thousand dollars (\$1000.00) payable to the "City of Inglewood". The City shall install/relocate the water meter and eddy valve as requested by the Contractor. The Contractor shall provide notice at least forty-eight (48) hours in advance.

The following fees shall be deducted from the deposit:

Meter Installation/Removal	\$100.00
Monthly Service Charge	\$ 50.00

Meter Relocation	\$ 50.00
Commodity Charge	\$ 3.30 per CCF

The City will install the fire hydrant meter assembly after receiving the deposit. **Contractor shall not use water from a fire hydrant without the construction water meter.**

The Contractor shall be responsible for complying with all regulations of the California Administrative Code, Title 17, Chapter V, and the City Ordinance No. 88-10 associated with the Cross-Connection Control Program. No Cross-Connections shall be created at the points of use in which case backflow may occur.

The Contractor is required to install a temporary Reduced Pressure Principle Backflow Prevention Device immediately downstream from the fire hydrant meter assembly to protect the domestic water supply.

Section 39. EXISTING UTILITY LINES

Those agencies that are known to have utilities located within the boundaries of the Project are listed in the Construction Plans. The City has diligently attempted to correctly locate and show all existing pipelines and other substructures in the vicinity of the work, but the City does not guarantee that there are no other substructures. Known underground utilities are identified in the Specifications and/or on the Plans and will be marked on the Project site prior to construction in accordance with the requirements of Section 4214 of the Government Code.

The Contractor shall request USA alert to locate all existing utility lines, maintain to request protect all utilities and other improvements, which may be encountered during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements indicated on the Drawings or marked in the field, which may be encountered during construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations.

Because of the organization and incompleteness of some utility records, all underground interference may not be shown on the Plans and any underground facilities shown are not necessarily at the exact location and elevation indicated.

The Contractor shall endeavor to take all possible precautions for the uninterrupted service of all utilities, and to provide such special protection as may be directed by the Engineer.

Existing utility lines that are shown on the Drawings or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are encountered during excavation operations shall be protected and if damaged, shall be immediately repaired by the Contractor at his/her expense.

The Contractor will not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by failure or relocation of existing utility facilities. Notwithstanding any of the Provisions in Subsections 5-5 and 6-6.3 of the Standard Specifications relative to payment to the Contractor for actual loss due to utility delay; the Contractor will be entitled to an extension of time as provided in Subsection 6-6 but will not be entitled to any other compensation for such delay.

The Contractor shall notify the following utility companies, as applicable, at least five (5) days in advance of his/her intention to excavate or work in the vicinity of the facilities of these utilities:

UTILITY COMPANY	TELEPHONE
City of Inglewood Public Works Department	(310) 412-5333
Los Angeles County Department of Public Works	(626) 458-3109
Los Angeles County Sanitation Districts	(562) 699-7411
Southern California Edison	(310) 783-9354
Southern California Gas Co.	(310) 687-2015
Golden State Water Company	(310) 660-0320
AT&T Telephone Company	(800) 750-2355
Time Warner Cable	(888) 892-2253

Section 40. TRAFFIC AND ACCESS

The Contractor shall personally inspect the site to familiarize himself/herself with the parking and traffic control problems and other special conditions relating to the Project, prior to submitting his/her bid.

The Contractor shall at all time conduct his/her work so as to insure the least possible obstruction to parking areas and to the general public, and shall provide adequate protection of persons and property in the vicinity of the work.

The Contractor will be required to maintain the pavement within construction areas. Any pavement damaged by the Contractor or subcontractors and all pavement constructed by the Contractor which becomes damaged shall be repaired or replaced, as directed by the Engineer, at no additional cost to the City. Specific requirements for traffic control and access in the vicinity of the Project are detailed in Division II, Technical/Special Specifications. All traffic control plan submittals shall comply with the latest edition of the Work Area Traffic Control Handbook (WATCH) and approved by the Engineer.

Section 41. RIGHT OF CITY TO WITHHOLD PAYMENT

The City may withhold or nullify the whole or any part of any payment due the Contractor to such extent as may reasonably be necessary to protect the City from loss as a result of:

- A. Defective work not remedied in accordance with the Provisions of the Contract Documents;
- B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens;
- C. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities, or to the subcontractor;
- D. A reasonable doubt that the work can be completed for the balance then unearned;
- E. A reasonable doubt that the Contractor will complete the work within the agreed time limits;
- F. Costs to the Owner resulting from failure of the Contractor to complete the work within the

stipulated time, or in accordance with the terms of the Contract;

G. Damage to other work or property;

H. Failure to fulfill all the requirements of the Contract Documents;

I. When there is pending litigation against the City related to the Contract or reasonable anticipation thereof;

J. Failure of the Contractor to maintain all records as required; to submit progress schedules, weekly payroll records, minority enterprise utilization reports and forms and any other such item required by these Specifications.

Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore shall be given to the Contractor, and when the Contractor shall remove the grounds for such withholding, the City shall pay to the Contractor, within thirty-five (35) calendar days, the amount so withheld.

Section 42. FINAL PAYMENT TERMINATES LIABILITY

No claim shall be made or be filed, and neither the City nor any of its officers or agents shall be liable or held to pay any money, except as specifically provided in the Contract Documents.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the City and its agents, from all claims and liabilities to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided elsewhere in these Specifications.

Contractor shall provide a Conditional Waiver and Release from all subcontractors, material men, suppliers, etc., in a form in substantial compliance with California Civil Code 3662(d)(1) with every progress payment request.

Contractor shall provide an Unconditional Waiver and Release from all subcontractors, material men, suppliers, etc., in a form in substantial compliance with California Civil Code 3662(d)(4) with every request for a final payment.

Section 43. CLAIMS AND PROTESTS

If the Contractor considers any work demanded of him/her to be outside the requirements of the Contract, or considers any instruction, ruling, or decision of the Engineer to be unfair, the Contractor shall within ten (10) working days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Engineer stating the nature of the protest and the reasons therefore.

Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

Upon receipt of any such protest from the Contractor, the Engineer will review the demand, instruction, ruling, or decision objected and will, within thirty (30) calendar days, advise the Contractor, in writing, of his/her final decision, which shall be binding upon all parties unless, within ten (10) working days after the date of said final decision, the Contractor shall file with the Council formal protest against said final decision of the Engineer. The Council will then consider and render its final decision on any such protest within thirty (30) calendar days after receipt of such protest.

It shall be understood and agreed that if a claim or protest is made in accordance with the foregoing provisions, and the Contractor refuses to accept the decision of the Council as final, the dispute shall then be settled by arbitration in accordance with the Statutory Provisions of the State of California then prevailing.

If in conformity with the requirements of law at the time applicable, the following shall apply: Any controversy or claim arising out of or relating to the Contract or the breach thereof shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator or Arbitrators may be entered in any court having jurisdiction thereof.

Section 44. GUARANTEE

All work shall be guaranteed one (1) year for defective materials and workmanship, commencing at final acceptance. Work found to be defective or not in accordance with the contract Documents shall be corrected by the Contractor promptly after receipt of a written notice from the City.

If the Contractor fails to make such repairs or replacements promptly, the City reserves the right to do the work and the Contractor and Surety company shall be liable to the City for the costs thereof.

Section 45. ADDITIONAL REFERENCES

Conformance with the Provisions for safety practices set forth in the "Manual of Accident Prevention in Construction", published by the A.G.C.A., and in the "Construction Safety Orders", published by the State of California, Department of Industrial Relations, Division of Industrial Safety, shall take precedence over any requirements of these Specifications.

Whenever in these Specifications references are made to published specifications, standards, or other requirements, it shall be understood that the latest specifications, standards, or requirements of the respective issuing agencies, which have published as of the date that the work is advertised for bids, shall apply; except as otherwise specified herein, and except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes.

No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

References in these specifications to "Standard Specifications" shall mean the Standard Specifications for Public Works Construction, Latest Edition of the Joint Committee of APWA-AGC, including all current supplements, addenda, and revisions thereof.

References herein to "Standard Drawings" shall mean the various City of Inglewood Public Works Department Standards, which are hereby incorporated in and made a part of these Specifications.

References herein to "OSHA Safety and Health Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

References herein to "OSHA" Safety and Health Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

References herein to "Building Code" shall mean the California Building Code, 2001 Edition, as published by the International Conference of Building Officials, which Code is hereby incorporated in and made a part of these Specifications to the extent of the applicable references thereto.

Reference herein to "California Code of Regulation (CCR), Title 24", also known as the "California Building Standards Code", which Code is hereby incorporated in and made a part of these Specifications to the extent of the applicable references thereto.

Reference is also made to the Standards of the American Water Works Association (AWWA), which shall serve as materials and equipment specifications for water system construction, except as herein modified, and any other reference cited in the Special Provisions, such as American National Standards Institute (ANSI).

Section 46. SURVEY WORK AND PRESERVATION OF SURVEY MONUMENTS

The Contractor shall be responsible for the protection and preservation of existing permanent survey monuments, benchmarks, and centerline ties during construction. Damaged or lost monuments, benchmarks, and centerline ties shall be restored to existing condition by a State of California Registered Civil Engineer authorized to perform as a land surveyor or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the Project as specified in the Plans and Specifications, comply with the requirements of Section 8771 of the Land Surveyors Act as amended, and submit documentation from the County Surveyor as proof of compliance to the City of Inglewood.

Section 47. KEY POLICY FOR CITY FACILITIES

When performance of the work requires access to City of Inglewood facilities, which are secured by the City's keying system, and it is determined to be in the best interests of the City, keys may be requested from the Facilities Division of Public Works. The distribution of City keys to non-employees shall be at the discretion of the City's Project Engineer and the Facilities Manager. Each non-employee who is issued keys to any City facility shall review and sign a document, which is an acceptance of liability associated with loss of or damage to such keys. The original notice of acceptance of liability shall be maintained by the Facilities Division of Public Works.

The Contractors whose services necessitate keys to access City facilities be provided, shall be supplied with a minimum number of keys, for which they are responsible. The Contractor may incur liability if the keys are lost, loaned, mislaid, misplaced, or abused.

The Contractor is prohibited from duplicating or causing the duplication of City keys, notwithstanding whether the keys may be stamped with a statement prohibiting duplication.

The Contractor is prohibited from loaning City keys to anyone not specifically authorized to have a City key in his/her possession.

The issuance of a City key does not convey rights or authority beyond that of permitting the Contractor to whom the key is issued to enter the City facility to perform the contracted work, and only during specified hours.

The City may demand the return of any issued key and all duplicates, notwithstanding whether a duplicate was authorized by City, at any time, for any reason.

The Contractor shall deposit two hundred dollars (\$200.00) per key received. The deposit shall be paid by a certified check, payable to the "City of Inglewood" and the Contractor shall be given a receipt for said deposit. Deposits are refundable upon return of the key(s). In no event shall any interest be paid to any contractor as a result of the \$200.00 per key deposit.

The Contractor is hereby advised that, in the event re-keying of any City facility is necessary as a result of lost, loaned, mislaid, misplaced, or abused keys, the \$200.00 deposit may not cover the cost of re-keying the locks and/or any liability associated with the loss of keys. The City shall seek to recover all additional costs from the Contractor by all available legal means, including litigation, if necessary.

Section 48. CONSTRUCTION WASTE DISPOSAL CONTAINER

The Contractor shall provide a waste disposal container at the construction site for the duration of the construction. The Contractor shall contact Waste Management at (310) 677-6500 for a waste container.

Section 49. CLEAN WATER ACT COMPLIANCE

The Contractor shall be responsible for complying with all regulations of the Clean Water Act including those associated with the National Pollutant Elimination Discharge System (NPEDS) Permit. The Contractor shall comply with the regulations set forth in the Inglewood Municipal code, and any other state and federal programs targeted at preventing and eliminating storm water and urban runoff pollution and shall abide to those regulations throughout all phases of the Project.

Section 50. CONSTRUCTION & DEMOLITION DIVERSION PROGRAM PERMIT AND REPORTS

The Contractor shall obtain a Construction & Demolition Diversion Program Permit Application (attached) prior to removing any waste and other materials from job sites. If any material will be reused on site, the Contractor shall indicate the material and estimated quantity (in yards and/or tons).

Upon completion of the job, the Contractor shall complete and submit a Construction & Demolition Diversion Program Final Compliance Disposal Report and provide the Engineer

all disposal/recycle tickets for all material transported. The Contractor shall reproduce the forms as needed.

Section 51. STAGING AREAS FOR CONSTRUCTION

The Contractor shall be responsible for all costs including permits and fees associated with the use of the staging areas or construction yard.

The Contractor shall assume sole and complete responsibility for the lot condition during the course of construction of the Project, including safety of all persons and properties. This requirement shall be maintained continuously and not be limited to normal working hours.

The Contractor shall assume sole and complete responsibility for all items stored within the lots. All the items stored within the lots shall be properly stored in accordance with all current requirements of most stringent codes, regulations, and ordinances.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his/her work. At the completion of the work, the Contractor shall remove all rubbish, tools, scaffolding, and surplus materials. The Contractor shall leave the lots broom-clean and at the pre-existing conditions.

The Contractor shall be responsible for any damage to adjoining properties, public and private, caused by his/her employees, equipment, and materials. All repairs shall be done as necessary to restore the damaged areas to a condition equal to and matching the condition existing prior to damage. All repairs shall be made at the expense of the Contractor.